

LEGAL DESCRIPTION

Parcel 14 of Certified Survey Map as recorded at the Trempealeau County Register of Deeds Office on August 13, 1998 in Volume 3 of Certified Survey Maps at pages 103-105 as Document No. 312292, Town of Ettick, Trempealeau County, Wisconsin.

Along with and subject to all easements as described in the aforementioned survey. Said rights-of-way to be used for utility easements and for uninterrupted and ungated vehicular and pedestrian traffic.

This property is subject to the French Creek Road Maintenance Association Declaration, Provisions and Rules as recorded on August 13, 1998, at the Trempealeau County Register of Deeds Office in Volume 469 of records, at pages 23-27 as Document No. 312294.

PROTECTIVE COVENANTS

1. The Grantees, for themselves, their heirs and assigns, agree that no mobile homes or unattended campers or buses shall be placed upon the premises herein conveyed. Campers are not permitted unless attended within a 48 hour period. "Mobile Homes" includes any and all trailers or structures previously licensed or titled for road use; and trailers or structures with wheels and/or axles attached at any time, including all trailers and structures commonly known as "mobile homes", whether placed on a foundation or not.
2. The Grantees, for themselves, their heirs, and assigns, shall not permit unregistered or abandoned vehicles, trash or junk to remain on said premises.
3. All structures shall have exterior finish, clapboard siding, shingles, masonry, or equal quality finish. No tar paper, tar shingles or tar paper siding are allowed.
4. All structures erected shall be promptly and expeditiously completed on their exterior, including paint or stain, on any exterior surface above the foundation within 6 months after construction is commenced.
5. Any primary residential structure must have a minimum 1,000 square feet of living space.
6. Should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed, or restored to a neat exterior appearance in line with the building requirements above set forth.
7. The land is restricted against commercial timbering and commercialization.
8. The Grantees, their heirs, successors and/or assigns are prohibited from placing advertising signs of any nature, including "For Sale" signs upon the premises.
9. The Grantees understand that no high phosphorus content fertilizer shall be applied to the subject property within 100 feet of the Ordinary High Water mark of any navigable waters adjacent to said property.
10. The Grantees understand that they have standing to sue for enforcement of the foregoing protective covenants. Enforcement is primarily Grantees responsibility after half of the lots offered for sale by Grantor have been sold.
11. The foregoing protective covenants may be superceded by previously recorded more restrictive covenants or by local and county zoning regulations.
12. The foregoing protective covenants shall run with the land and shall be binding on the grantee(s), their heirs, successors and/or assigns. Each lot owner in the French Creek Development (the boundaries of which will be defined by a legal description contained in a Warranty Deed from Tammie Jane Hoff to Secluded Land Company, LLC recorded on December 1, 1997, in the Office of the Trempealeau County Register of Deeds in Volume 453 of Records at Page 235 as Document No. 307282) is authorized to bring an action to enjoin any violation of these protective covenants.